

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF HEARINGS AND APPEALS
OFFICE OF WORKER'S COMPENSATION HEARINGS

Jason A. Pica,

Applicant,

vs.

WC Claim No. 2016-014792

Wacker Neuson Corporation,

Employer-Respondent,

and

Zurich American Ins. Co. c/o Gallagher Bassett Services, Inc.,

Insurance Carrier-Respondent.

FULL AND FINAL COMPROMISE AGREEMENT

It is hereby compromised and agreed as follows:

That Jason A. Pica, born [REDACTED] 1971, filed an application for hearing on or about November 14, 2023, alleging injury on January 4, 2016. The parties agree this compromise applies to all bilateral hands disabilities sustained by the applicant while employed by Wacker Neuson Corporation, regardless of injury date or theory of medical causation, so long as said injury occurred prior to the date of this compromise agreement.

The parties have agreed to all jurisdictional facts, including an average weekly wage of \$1,041.30.

The respondents have not paid any worker's compensation benefits and specifically deny all the conditions of liability under Chapter 102.

The applicant claims entitlement to worker's compensation benefits for temporary disability benefits, permanent partial disability benefits, transportation costs and medical expenses. The respondents deny that the applicant is entitled to benefits as claimed.

There is a valid dispute between the parties as to the nature and extent of the applicant's disabilities; whether the applicant's alleged disabilities arose out of his employment with the employer; and whether medical expenses incurred by the applicant were reasonable, necessary and related to the alleged injuries. This dispute is supported by the medical and chiropractic reports, which are on file with the Worker's Compensation Division, and which are incorporated herein by reference.

Now, therefore, in order to compromise the existing dispute, the respondents agree to pay and the applicant agrees to accept the sum of \$90,000.00. Out of this sum pleaes direct \$75,000.00 to be paid into the Tabak Law, LLC Trust Account for payment of the medical expenses. The parties agree that once the unpaid medical expenses have been resolved, any residue may be released to the applicant and Attorney Eichhorn on an 80/20 basis. Attorney Eichhorn only claims an attorney's fee on the \$15,000.00 balance. The parties agree the balance of \$15,000.00 represents payment for permanent partial disability.

This is a full, complete and final release of liability the respondents may have under the Worker's Compensation Act of Wisconsin, Chapter 102, Wis. Stats., including but not limited to all claims for permanent total disability, temporary total disability, temporary partial disability, and permanent partial disability. This is also a compromise of any claims the applicant may have pursuant to Wis. Stats. §§102.18 (1)(bp), 102.22(1), 102.35(3), 102.49, 102.56, 102.57, and 102.60.

It is within the contemplation of the parties that the applicant may have a claim for permanent disability which, irrespective of cause, may materially affect the applicant's ability to

maintain preinjury employment status, or to engage in other gainful employment. This is a full, complete and final release of any liability the respondents may have to compensate the applicant for lost earning capacity caused by the alleged injury. This is also a full, complete and final release of any liability the respondents may have under any state or federal rehabilitation retraining law, including but not limited to Wis. Stats. §§102.43(5) and 102.61.

It is further within the contemplation of the parties that the applicant has incurred expenses of medical treatment in the past and may incur additional medical expenses in the future. It is expressly understood that any such medical expenses whether past or future are the applicant's responsibility. If the respondents have agreed to pay medical expenses under this compromise agreement, the respondents' liability is limited to the medical expenses set forth in this compromise agreement. Any medical expenses that are not specifically referenced in this compromise agreement are the applicant's responsibility. The applicant also relinquishes the right to claim reimbursement for further medical treatment per Wis. Stat. §102.42(1) and agrees that this compromise agreement extinguishes said right.

The applicant is fully aware of the statutory right to a formal hearing before the Office of Worker's Compensation Hearings to resolve this claim for worker's compensation benefits. In lieu of the hearing, the applicant agrees to voluntarily enter into this compromise of the claims for worker's compensation benefits.

The applicant has the right to petition the Department of Workforce Development to set aside or modify this compromise agreement within one year of its approval by the Office of Worker's Compensation Hearings. The Office of Worker's Compensation Hearings may set aside or modify this compromise agreement. The right to request the Office of Worker's Compensation

Hearings to set aside or modify the compromise agreement does not guarantee that the compromise will in fact be reopened.

The applicant certifies that the applicant has read and understood the terms of this compromise agreement; that the applicant has discussed this compromise agreement with the applicant's attorney and has received the benefit of the applicant's attorney's advice in entering into this settlement of the applicant's worker's compensation claim; that the applicant has been informed of the medical and other evidence which would likely be presented if this matter were heard; that the applicant is aware of the opinions of the applicant's treating doctors as to the applicant's medical condition and potential future problems it may pose for the applicant; that the applicant is not under the influence of any medication or other substance which might impair the applicant's ability to understand the terms of this compromise agreement; that there are no language difficulties which impair the applicant's ability to understand the terms of this compromise agreement; and that the applicant enters into this compromise agreement knowingly and voluntarily, without coercion on the part of anyone.

The above sums are fully accrued and are to be paid directly to the applicant subject to a deduction of 20 percent attorney's fees to be paid directly to the applicant's attorney of record and further subject to a deduction of \$ 396.94 as reimbursement of costs to be paid directly to the applicant's attorney.

Dated this 10th day of July, 2024.


Jason Pica, 04/17/2024 11:58 CDT

Jason A. Pica, Applicant
Current Address: 8773 Cherry Spring Dr.,
Cordova, Tennessee, 38016

Witness:

Matt Sanchez

Tabak Law, LLC
Attorneys for Applicant

7/19/24
Date

Alex E. Eichhorn
Alex E. Eichhorn
Federal Employer Identification No.: 272627955

von BRIESEN & ROPER, s.c.
Attorneys for Respondents

7/19/2024
Date

Scott L. Wade
Scott E. Wade

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Case Name: Pica,Jason - 40328
Client: Jason Pica

Expenses Report

Date	Vendor Name	Cost Type	Expense Category Description	Lien/Hold	Amount Billed	Unbilled	Billable to Client	Vendor Balance
10/27/2022	Soft Cost	Migrated	Paid RP Net 366336 No		52.99	52.99	Yes	52.99
09/07/2022	Soft Cost	Migrated	RP ID 9599507 Wau No		17.00	17.00	Yes	17.00
07/06/2022	Soft Cost	Migrated	RP ID 9314363 - Wa No		17.00	17.00	Yes	17.00
06/06/2022	Soft Cost	Migrated	Paid RP Net - Dr. Trn No		25.50	25.50	Yes	25.50
06/06/2022	Soft Cost	Migrated	Paid RP Net - Melroy No		17.00	17.00	Yes	17.00
04/06/2022	Soft Cost	Migrated	paid CIOX Inv 03675 No		28.00	28.00	Yes	28.00
03/14/2022	Soft Cost	Migrated	paid Hand To Should No		150.00	150.00	Yes	150.00
12/11/2021	Soft Cost	Migrated	paid CIOX Inv 03585 No		28.00	28.00	Yes	28.00
12/07/2021	Soft Cost	Migrated	paid Day & Day Clinic No		50.00	50.00	Yes	50.00
11/26/2021	Soft Cost	Migrated	paid Falls Chiroprac No		10.75	10.75	Yes	10.75